

CITY OF FAIRFIELD

RESOLUTION NO. 2013 - 254

**RESOLUTION OF THE CITY COUNCIL APPROVING THE SPECIFICATIONS,  
REJECTING THE BID FROM TRUGREEN LANDCARE, INC., AND AWARDING A  
CONTRACT TO DOMINGUEZ LANDSCAPE SERVICES, INC., FOR LANDSCAPE  
MAINTENANCE OF LANDSCAPE MAINTENANCE DISTRICT NO. 5 SMITH RANCH  
(RANCHO SOLANO)**

**WHEREAS**, the bid opening for landscape maintenance of Landscape Maintenance District No. 5 Smith Ranch (Rancho Solano) took place on November 12, 2013; and

**WHEREAS**, the bid from TruGreen LandCare, Inc., has been reviewed and determined to be non-responsive; and

**WHEREAS**, Dominguez Landscape Services, Inc., is the lowest responsive and responsible bidder.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY  
RESOLVES:**

Section 1. The specifications for the landscape maintenance of Landscape Maintenance District No. 5 Smith Ranch (Rancho Solano) are hereby approved.

Section 2. TruGreen LandCare, Inc.'s, bid is hereby rejected.

Section 3. The City Manager is authorized and directed to enter into a contract with Dominguez Landscape Services, Inc., in the amount of \$569,585.

Section 4. The City Manager is authorized to implement the above-mentioned contract.

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of December 2013, by the following vote:

AYES: COUNCILMEMBERS: Price/Vaccaro/Bertani/Moy/Mraz

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: Vaccaro / Mraz

[Signature]  
MAYOR

ATTEST:

[Signature]  
CITY CLERK  
pw

CITY OF FAIRFIELD  
STATE OF CALIFORNIA

**LANDSCAPE MAINTENANCE DISTRICT NO. 5**

**SMITH RANCH (RANCHO SOLANO)**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the work, that he has examined the specifications and all contract documents, and hereby agrees to furnish all materials, labor, equipment, and perform all the work in accordance with said specifications and contract documents, **a period of approximately twenty four (24) months** from the date of the Notice to Proceed (anticipated to be January 1, 2014).

The undersigned further agrees that, upon written acceptance of this bid, he will within FIFTEEN days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed.

Bids will be submitted for the entire work. Contract will be awarded on lowest base bid only. The city reserves the right to add any of the alternates based on available budget.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work a unit price and a total price for the item, and for each lump sum item a total price for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth in the "Total Price" column shall be an extension of the unit price bid on the basis of the quantity for this item.

In case of discrepancy between the unit price and the total price set forth for a unit basis item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total Price" column, then the amount set forth in the "Total Price" column for the item shall prevail and shall be divided by the quantity for the item and the price thus obtained shall be the unit price.

Bidder acknowledges receipt of the following addenda:

N/A

CITY OF FAIRFIELD  
STATE OF CALIFORNIA  
PROPOSAL

Maintenance District No. 5 Smith Ranch (Rancho Solano)

I - Base:

The undersigned declares that he has examined the locations of the work, that he has examined the specifications and all contract documents, and hereby agrees to furnish all materials, labor, equipment, and perform all the work in accordance with said specifications and contract documents, **a period of approximately twenty (24) months** from the date of the Notice to Proceed (January 1, 2014):

1. To perform all routine, cyclical work for the portions of Rancho Solano Parkway (excluding the Rancho Solano Median Island), behind the gates all landscaping in the median islands, parkway strips and slopes within Smith Ranch (Rancho Solano) Landscape Maintenance District, No. 5 the lump sum **monthly** base of \$ 18,736.50.

For a total 24 month cost of \$ 449,676.00

II - Seasonal Pay for Performance:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the specifications and all contract documents, and hereby agrees to furnish all materials, labor, equipment, and perform all the work in accordance with said specifications and contract documents, a period of twenty (24) months from the date of the Notice to Proceed (anticipated January 1, 2014):

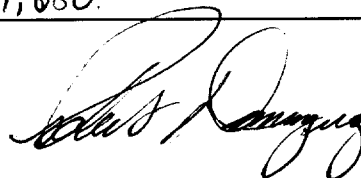
1. To perform all Seasonal Pay for Performance Line Items listed on Page P-4 and P-5 for the Maintenance District No. 5 for the lump sum **quarterly** seasonal base bid of \$ 4,223.00

For a total 24 month cost of \$ 33,784.00

III - Rancho Solano Parkway Median Island Base:

1. To furnish all materials, labor, equipment and perform all routine, cyclical landscape work for the Rancho Solano Parkway median island within Smith Ranch (Rancho Solano) Landscape Maintenance District, No. 5 for the additional **monthly** sum of \$ 3,120.00

For a total 24 month cost of \$ 74,880.00



IV – Rancho Solano Parkway Median Island - Seasonal Pay for Performance:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the specifications and all contract documents, and hereby agrees to furnish all materials, labor, equipment, and perform all the work in accordance with said specifications and contract documents, a period of twenty (24) months from the date of the Notice to Proceed (anticipated January 1, 2014):

1. To perform all Seasonal Pay for Performance Line Items listed on Page P-6 and P-7 for the Maintenance District No. 5 for the lump sum **quarterly** seasonal base bid of \$1,405.62

For a total 24 month cost of \$11,245.00 22490



**LANDSCAPE MAINTENANCE DISTRICT NO. 5 RANCHO SOLANO**

Seasonal Line Items (applies to the II Seasonal Pay for Performance P-2 ).

ITEM	FREQUENCY	UNIT COST	ANNUAL COST
<b>LAWN &amp; HARD FESCUE AREAS:</b>			
A) Turf Renovation: aerate/top-dress/reseed per specifications	2	160.00	320.00
B) Pre-emergent weed control for broadleaf and grassy weeds	4	169.50	678.00
C) Post-emergent weed control for broadleaf and grassy weeds	4	169.50	678.00
D) Fertilize turf and Hard Fescue	4	330.00	1,320.00
E) Edge Hard Fescue	4	72.00	288.00
F) Hard Fescue seed head removal	1	152.00	152.00
<b>SHRUBS</b>			
A) Shrub pruning	3	152.00	456.00
B) Plant (25) 5-gallon shrubs throughout the site (50 shrubs per year total)	2	325.00	650.00
C) Fertilize shrubs in overhead irrigation areas	4	150.00	600.00
D) Fertilize shrubs in drip irrigation areas	2	300.00	600.00
E) Pre-emergent weed control for broadleaf and grassy weeds—overhead irrigation areas	4	125.00	500.00
F) Pre-emergent weed control for broadleaf and grassy weeds—drip irrigation areas	2	225.00	450.00
<b>TREES</b>			
A) Tree pruning	2	600.00	1,200.00
B) Plant (20) 15-gallon trees throughout the site (40 trees per year total)	2	700.00	1,400.00
<b>LANDSCAPE BARK INSTALL</b>			
A) Install (55) cubic yards of medium walk-on bark per contract specifications (110 CY per year total)	2	2,200.00	4,400.00
<b>GROUND COVER</b>			
A) Prune and Edge per contract specifications	4	310.00	1,240.00
B) Mow where needed per specification	2	160.00	320.00

LANDSCAPE MAINTENANCE DISTRICT NO. 5 RANCHO SOLANO

C) Fertilize groundcover in overhead irrigation areas	4	112.50	450.00
D) Fertilize groundcover in drip irrigation areas	2	225.00	450.00
E) Pre-emergent weed control in overhead irrigation areas	4	52.50	210.00
F) Pre-emergent weed control in drip irrigation areas	2	105.00	210.00
G) Plant (125) 1-gallon plants throughout the site (250 plants per year total)	2	750.00	1,500.00
ANNUAL FLOWERS			
Color change-out with 4" pots, 8-inches on center; per contract specifications	3	4,200.00	12,600.00
UNDEVELOPED AREAS			
A) Pre-emergent weed control—unimproved access roads	2	260.00	520.00
B) High-Weed Mow	3	864.00	2,592.00
TOTAL ANNUAL SEASONAL COST			33,784.00

## Seasonal Line Items (applies to the IV Seasonal Pay for Performance P-2)

ITEM	FREQUENCY	UNIT COST	ANNUAL COST
LAWN AREAS:			
A) Turf Renovation: aerate/top-dress/reseed per specifications	2	155.00	310.00
B) Pre-emergent weed control for broadleaf and grassy weeds	4	93.75	375.00
C) Post-emergent weed control for broadleaf and grassy weeds	4	93.75	375.00
D) Fertilize turf	4	200.00	800.00
SHRUBS			
A) Shrub pruning	3	275.00	825.00
B) Plant (5) 5-gallon shrubs throughout site (10 shrubs per year total)	2	70.00	140.00
C) Fertilize shrubs in overhead irrigation areas	4	85.00	340.00
D) Fertilize shrubs in drip irrigation areas	2	120.00	240.00
E) Pre-emergent weed control for broadleaf and grassy weeds—overhead irrigation areas	4	42.50	170.00
F) Pre-emergent weed control for broadleaf and grassy weeds—drip irrigation areas	2	85.00	170.00
TREES			
A) Tree pruning	2	1,300.00	2,600.00
B) Plant (2) 15-gallon trees throughout site (4 trees per year total)	2	80.00	160.00
LANDSCAPE BARK INSTALL			
A) Install (15) cubic yards of medium walk-on bark per contract specifications (30 CY per year total)	2	600.00	1,200.00
GROUND COVER			
A) Prune and Edge per contract specifications	4	120.00	480.00
B) Fertilize groundcover in overhead irrigation areas	4	60.00	240.00

LANDSCAPE MAINTENANCE DISTRICT NO. 5 RANCHO SOLANO

C) Fertilize groundcover in drip irrigation areas	2	120.00	240.00
D) Pre-emergent weed control in overhead irrigation areas	4	105.00	420.00
E) Pre-emergent weed control in drip irrigation areas	2	210.00	420.00
F) Plant (25) 1-gal. plants throughout the site (50 1-gallon plants per year total)	2	150.00	300.00
ANNUAL FLOWERS			
Color change-out with 4" pots, 8-inches on center, per contract specifications	3	480.00	1,440.00
TOTAL ANNUAL SEASONAL COST			11,245.00



**LANDSCAPE MAINTENANCE DISTRICT NO. 5 RANCHO SOLANO**

NOTE: All Seasonal Pay for Performance Tasks are to be 100% complete by the 21<sup>st</sup> day of March, June, September and December respectively; pay for performance line items will be paid once quarterly and not as the items are completed.

DISTRICT	ITEM	TOTAL 24 MONTH COST
MD#5 Smith Ranch (Rancho Solano)	I-Base	449,676. <sup>00</sup>
MD#5 Smith Ranch (Rancho Solano)	II-Base Seasonal Items	33,784. <sup>00</sup>
MD#5 Smith Ranch (Rancho Solano)	III-Median Island	74,880. <sup>00</sup>
MD#5 Smith Ranch (Rancho Solano)	IV-Median Island Seasonal Items	11,245. <sup>00</sup>
<i>TOTAL BID</i>		569,585. <sup>00</sup>

The undersigned further agrees that, upon written acceptance of this bid, he will within TEN days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of 3 working days from the date of said written notice to proceed.

**Note: Contractor shall bid on all Base and seasonal Bids. The basis of award shall be based of the Total Bid. Failure to bid on all items will be cause to reject contractor's bid**

## STATEMENT OF EXPERIENCE

Indicate below, or on a separate sheet, at least three (3) references from accounts similar in size. Be sure to include for each reference: an account name, contact person, telephone number, and how long you have had the account. The contractor must have five (5) years of experience performing similar work on large-scale maintenance contracts. Lack of experience and good references are grounds to reject bids.

1. Account Name: City of Vacaville Landscape Maintenance  
Address: 1001 Allison Dr. Vacaville, CA 95687  
Contract Person/Title: Steve Little  
Phone Number: (707) 469-6522  
Number of years servicing this account: 11 years
2. Account Name: City of Woodland Landscape Maintenance  
Address: 655 N. Pioneer Ave, Woodland CA 95776  
Contract Person/Title: David Stewart  
Phone Number: (530) 681-7088  
Number of years servicing this account: 4 years
3. Account Name: City of Lodi Landscape Maintenance  
Address: 1331 South Ham Lane, Lodi CA 95241  
Contract Person/Title: David Bender  
Phone Number: (209) 333-6740  
Number of years servicing this account: 4 years

**PROPOSAL QUESTIONNAIRE\***

*See attached*

1. How many years has your company been in the business of providing landscaping services, and what geographical areas does your firm provide landscaping service to?
2. Describe the type(s) of safety training your employees have had that is directly related to the performance of the landscaping services requested under this Invitation For Bids?
3. What is the current number of employees working for your firm?
4. What has been the employee turnover rate for your firm in the past year?
5. How many field supervisors does your firm intend to assign to the City's contract?
6. Describe on a separate sheet of paper your firm's work plan for the City's contract should you be the successful bidder.
7. Indicate below the name of the person who will be responsible for administering the contract, if awarded. Also, include the person's title, telephone number, address and Internet E-mail address.

\* Attach additional pages if needed

PROPOSAL QUESTIONNAIRE \* Smith Ranch (Rancho Solano)

1. Dominguez Landscape Services, Inc. has been in the landscape maintenance and construction business for over sixty-five years. DLS has been servicing the Greater Sacramento area for over thirty-three years. Our geographical areas that we currently provide service are: Sacramento, San Joaquin, El Dorado, Placer, Yolo and Solano Counties, which is approximately a 55 mile radius of Sacramento.
2. Our employee's are required to attend bi-weekly, documented safety tailgate meetings that are held at our facilities (Sacramento and Vacaville locations). Our safety meetings include various topics of safety, such as: how to properly use power equipment, how to operate ride on mowers, defensive driving techniques, how to safely apply chemical weed prevention products and using the required safety apparel that is company provided (i.e. safety glasses, gloves for chemical application, coveralls, ear plugs and safety vests).
3. Currently we have one-hundred and six (106) employees in the field operations and eight office personnel, including the estimator and general manger.
4. In the past year the company turnover was approximately 15%, which is close to the industry standard (the percentage varies from year to year).
5. We currently have 8-10 supervisors to oversee the contracts that we currently hold in Solano County. Should we obtain more work, for every 4-5 employees there will be one supervisor to oversee the daily operations and ensure that the maintenance tasks are completed on the schedule that is set forth.
6. \*\* Please see attached company work plan informational sheet\*\*
7. Should Dominguez Landscape Services, Inc. be awarded the contract, the owner Robert Dominguez would be the individual to execute the contract. Loreen Chapman, office manager will help get the contract processed and sent back to the City for finalization. Jesus Perez, our general manager ensures the maintenance tasks are completed per the provided contract specifications. Our office telephone number is (916) 381-8855, physical address for our main office is 8376 Rovana Circle, Sacramento CA 95828. The best email to send correspondence to would be our general email at:  
[dls@dominguezlandscape.net](mailto:dls@dominguezlandscape.net) An alternative email would be the office manager, Loreen Chapman at [loreenc@dominguezlandscape.net](mailto:loreenc@dominguezlandscape.net)

**Main Office:** 8376 Rovana Circle, Sacramento, CA 95828 • (916) 381-8855 • 1 (800) 479-0222 • Fax (916) 381-4796

**Vacaville Branch:** 2140 Beechcraft Road, Suite 300, Vacaville, CA 95688 • (707) 448-8010 • Fax (707) 448-8034

**E-mail:** [dls@dominguezlandscape.net](mailto:dls@dominguezlandscape.net)

**Mailing Address:** PO Box 292727, Sacramento, CA 95829

## **PROPOSED WORK PLAN - proposal questionnaire #6**

Upon award of the Landscape Maintenance District No. 5 Smith Ranch (Rancho Solano) contract, Dominguez Landscape Services, Inc. will strategize a complete and organized plan of action to implement landscape maintenance services as specified in contract documents to the fullest degree.

Crews will consist of existing crew members as well as new hires. Our current crew members have been with the company as well as in the landscape services businesses for at least 5 years and possess the skills and knowledge to practice landscape maintenance and construction to the fullest degree. They have also been through the initial hiring and screening process to ensure validity and experience for the job. New crew members will also be required to pass the company's requirements for employment as well as have an extensive background with ample experience in the landscape industry.

A crew leader is designated for each crew, who has the responsibility of managing its crew members to ensure work is completed accordingly. Crew leaders report to the field supervisor and organize all daily maintenance reports which are completed and turned into them on a daily basis by the crew leader. The field supervisor works with office maintenance staff to ensure all proper paperwork is documented, filed and distributed amongst involved parties. The office maintenance staff is appointed a project manager that coordinates with the client (ie – city entity) to ensure all contract specifications and required documents are met and completed.

In addition, each crew shall consist of an irrigation crew leader designated to maintain and operate all irrigation systems to the degree as outlined in contract specifications. The irrigation crew leader, along with his irrigation technician, performs inspections, repairs, adjustments and programming of all irrigation related maintenance work.

## **QUALITY CONTROL MEASURES**

All crew members are trained to respond to issues that arise in the field in a professional and efficient manner. Upon receipt of any complaints or inquiries that are reported, the crew members, upon direction by the crew leader, will remedy the situation and document all details (upon approval and awareness by client). All information will be forwarded to the field supervisor who will then relay full details to project manager to communicate to client. Maintenance requests can be relayed via fax, email, phone or in person to field supervisor or office personnel and will be addressed in a timely and efficient manner.

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 5 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

	<u>Subcontractor's Name and Address</u>	<u>Sub Contr. License Number</u>	<u>Portion of Work or Item(s) of work to be performed</u>	<u>Percent of Total Contract</u>
1.	N/A			
2.				
3.				
4.				
5.				
6.				

Note: Attach additional sheets if required.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER  
AND SUBMITTED WITH BID

Robert Dominguez, being first duly sworn, deposes and says that he or she is President of Dominguez Landscape Services, Inc. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

11-6-13  
(Date)

[Signature]  
(Signature)

NOTE: THIS FORM MUST BE NOTARIZED

State of California, County of Sacramento  
On 11/8/2013 before me, Kayla Marie Sanchez,  
Notary Public, personally appeared Robert A. Dominguez,  
who proved to me on the basis of satisfactory evidence to be the person  
whose name(s) Robert A. Dominguez subscribed to the within instrument and acknowledged  
to me that he/she/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the entity  
upon behalf of which the person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State of California  
that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal. [Signature]



LANDSCAPE MAINTENANCE DISTRICT NO. 5 RANCHO SOLANO

Dominguez Landscape Services, Inc.  
Name of Firm

8376 Rovana Circle, Sacramento  
Business Address CA 95828

(916) 381-8855

Phone Number

  
Signature of Responsible Official

Contractor's License:

a. Class: A & C-27

b. Number: 5100128

c. Expiration Date: 3/31/15

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Dominguez Landscape Services, Inc.  
Robert Dominguez



BID BOND

See attached

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

**LANDSCAPE MAINTENANCE DISTRICT NO. 5**

**SMITH RANCH (RANCHO SOLANO)**

WHEREAS \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of \_\_\_\_\_

\_\_\_\_\_  
Dollars (\$\_\_\_\_\_), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage's, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

"Contractor"

"Surety"

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Title

By: \_\_\_\_\_  
Title

By: \_\_\_\_\_  
Title

By: \_\_\_\_\_  
Title

(Seal)

(Seal)

*Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

**LANDSCAPE MAINTENANCE DISTRICT NO. 6 RANCHO SOLANO****BID BOND**

**KNOW ALL PERSONS BY THESE PRESENTS that**

**WHEREAS** the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

**LANDSCAPE MAINTENANCE DISTRICT NO. 6****SMITH RANCH (RANCHO SOLANO)**

**WHEREAS** Dominguez Landscape Services, Inc.

8376 Rovana Circle Sacramento, CA 95828

*(Name and address of Bidder)*

**("Contractor") desires to submit a bid to City for the work.**

**WHEREAS**, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

**NOW, THEREFORE**, we, the undersigned Contractor, as Principal, and \_\_\_\_\_

American Contractors Indemnity Company

601 S. Figueroa Street Suite 1600 Los Angeles, CA 90017

*(Name and address of Surety)*

**("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of \_\_\_\_\_**

Sixty Five Thousand One Hundred Thirty Six and 00/100\*

**Dollars (\$ 65,136.00\* ), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.**



THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage's, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: 11-8-13

**"Contractor"**

Dominguez Landscape Services, Inc.

By: [Signature]

Title

By: President

Title

**"Surety"**

American Contractors Indemnity Company

By: [Signature]

Title

Attorney-in-Fact

By: \_\_\_\_\_

Title

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

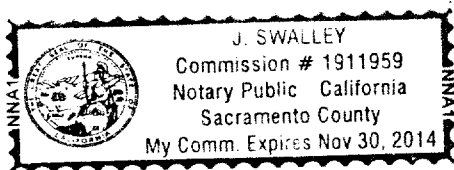
State of California

County of Sacramento

On 11-8-13 before me, J. Swalley, Notary Public

personally appeared Shirley Paiva

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

J. Swalley  
Signature of Notary

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER  
  
☐ PARTNER(S)  
☐ MEMBER of LLC  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
\_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) other than named above

## POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Shirley Paiva of Sacramento, California**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\$ \*\*3,000,000.00\*\* ).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



  
Daniel P. Aguilar, Vice President

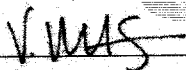
State of California

County of Los Angeles SS:

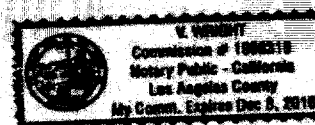
On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature



(Seal)




I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 8th day of November, 2013

Corporate Seals



Bond No. 1000968920-14  
Agency No. 2011

  
Jeannie Lee, Assistant Secretary

## LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT (hereinafter referred to as the "Agreement"), dated January 1, 2014, by and between CITY OF FAIRFIELD, party of the first part, (hereinafter called the "City"), and DOMINGUEZ LANDSCAPE SERVICES, INC., party of the second part, (hereinafter called the "Contractor").

### **RECITALS:**

WHEREAS, the City is the owner of real properties in the City of Fairfield known as

### **LANDSCAPE MAINTENANCE DISTRICT NO. 5**

### **SMITH RANCH (RANCHO SOLANO)**

(hereinafter referred to as the "Property") made a part of this Agreement by reference; and

Whereas, the City and Contractor have agreed that Contractor shall be responsible for the actual maintenance of certain (the "Improvements"), to wit, the landscaping, and the costs therefore shall be paid to Contractor by the City, and that all other costs shall be paid by the City directly.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to assure continued maintenance and care of the Improvements installed in accordance with the plans previously approved by the City.

2. Properties Subject to Agreement. The Properties as herein referred to, includes the areas outlined on plans available for review at City Hall.

2.1 Scope of Work. Contractor hereby agrees to furnish all of the materials, equipment and labor necessary and to perform all of the work described in the specifications all in accordance with the requirements and provisions of the following documents which are hereby made a part of this Agreement:

- |  |                      |
|--|----------------------|
| (a) Specifications for Landscape Maintenance dated                           | <u>Oct. 8, 2013</u>  |
| (b) The accepted bid dated   | <u>Nov. 12, 2013</u> |
| (c) Instructions to bidders,   | <u>Oct. 8, 2013</u>  |
| (d) City of Fairfield Standard Specifications and details dated January 1988 |                      |
| (e) Performance Bond dated   | <u>Jan. 2, 2014</u>  |
| (f) Labor and Materials Bond dated   | <u>Jan. 2, 2014</u>  |

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Agreement, are sometimes hereinafter referred to as (the "Contract Documents"). Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

3. Duty to Maintain Improvements. Contractor agrees to diligently maintain and care for the covered Improvements, using generally accepted methods for cultivation and watering in accordance with the standard of care and maintenance set forth in the "Technical Provisions" hereto. The intent of such standard of care and maintenance is to provide for the life, growth, health and beauty of landscaping including cultivation, irrigation, trimming, spraying, fertilizing or treating for disease or injury to maintain the landscaping in a healthy, thriving condition, and to prevent it from deteriorating to the extent that its value as landscaping is reduced or destroyed.

4. Payment of Maintenance Costs. Contractor and the City agree that commencing January 1, 2014, the City will pay Contractor (the "Contract Sum") plus any approved extras for maintaining the Covered Improvements ("Covered Maintenance Cost", as defined below). On the tenth day of each month, Contractor shall deliver to the City a billing for the Covered Maintenance Costs incurred by Contractor for the previous month, together with supporting documentation therefore, and such costs shall be paid to Contractor within thirty (30) days of receipt of said invoice. As used herein, the term "Covered Maintenance Costs" shall mean the Contract Sums as bid by the Contractor and other costs and expenses approved by the City as Extra Work associated with the care and maintenance of the covered Improvements hereto.

4.1 Contract Sum. The Contractor will accept, in full payment and compensation for the furnishing of said labor and materials, etc., as aforesaid, and doing all of the work contemplated and embraced in this Agreement, also for all loss or damage arising out of the nature of the work to be done under this Agreement, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said work during the twenty-four month Maintenance Period, for the sums not to exceed as follows:



CITY OF FAIRFIELD  
STATE OF CALIFORNIA

Maintenance District No. 5 Smith Ranch (Rancho Solano)

I - Base:

The undersigned declares that he has examined the locations of the work, that he has examined the specifications and all contract documents, and hereby agrees to furnish all materials, labor, equipment, and perform all the work in accordance with said specifications and contract documents, **a period of approximately twenty (24) months** from the date of the Notice to Proceed (January 1, 2014):

1. To perform all routine, cyclical work for the portions of Rancho Solano Parkway (excluding the median island), behind the gates all landscaping in the median islands, parkway strips and slopes within Smith Ranch (Rancho Solano) Landscape Maintenance District No. 5 the lump sum **monthly** base of \$18,736.50.

For a total 24 month cost \$449,676.

II – Seasonal Pay for Performance:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the specifications and all contract documents, and hereby agrees to furnish all materials, labor, equipment, and perform all the work in accordance with said specifications and contract documents, a period of twenty (24) months from the date of the Notice to Proceed (anticipated January 1, 2014):

1. To perform all Seasonal Pay for Performance Line Items listed on Page A-5 and A-6 for the Maintenance District No. 5 for the lump sum **quarterly** seasonal base bid of \$4,223.

For a total 24 month cost of \$33,784.

III – Rancho Solano Parkway Median Island Base:

1. To furnish all materials, labor, equipment and perform all routine, cyclical landscape work for the Rancho Solano Parkway median island within Smith Ranch (Rancho Solano) Landscape Maintenance District No. 5 for the additional **monthly** sum of \$3,120.

For a total 24 month cost of \$74,880.

#### IV – Rancho Solano Parkway Median Island - Seasonal Pay for Performance:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the specifications and all contract documents, and hereby agrees to furnish all materials, labor, equipment, and perform all the work in accordance with said specifications and contract documents, a period of twenty (24) months from the date of the Notice to Proceed (anticipated January 1, 2014):

1. To perform all Seasonal Pay for Performance Line Items listed on Page A-7 and A-8 for the Maintenance District No. 5 for the lump sum **quarterly** seasonal base bid of \$1,405.62.

For a total 24 month cost of \$11,245.

Seasonal Line Items (applies to the II Seasonal Pay for Performance P-2 ).

ITEM	FREQUENCY	UNIT COST	ANNUAL COST
LAWN & HARD FESCUE AREAS:			
A) Turf Renovation: aerate/top-dress/reseed per specifications	2	\$160.00	\$320.00
C) Pre-emergent weed control for broadleaf and grassy weeds	4	\$169.50	\$678.00
D) Post-emergent weed control for broadleaf and grassy weeds	4	\$169.50	\$678.00
E) Fertilize turf and Hard Fescue	4	\$330.00	\$1,320.00
F) Edge Hard Fescue	4	\$72.00	\$288.00
G) Hard Fescue seed head removal	1	\$152.00	\$152.00
SHRUBS			
A) Shrub pruning	3	\$152.00	\$456.00
B) Plant (25) 5-gallon shrubs throughout the site (50 shrubs per year total)	2	\$325.00	\$650.00
C) Fertilize shrubs in overhead irrigation areas	4	\$150.00	\$600.00
D) Fertilize shrubs in drip irrigation areas	2	\$300.00	\$600.00
E) Pre-emergent weed control for broadleaf and grassy weeds—overhead irrigation areas	4	\$125.00	\$500.00
F) Pre-emergent weed control for broadleaf and grassy weeds—drip irrigation areas	2	\$225.00	\$450.00
TREES			
A) Tree pruning	2	\$600.00	\$1,200.00
B) Plant (20) 15-gallon trees throughout the site (40 trees per year total)	2	\$700.00	\$1,400.00
LANDSCAPE BARK INSTALL			
A) Install (55) cubic yards of medium walk-on bark per contract specifications (110 CY per year total)	2	\$2,200.00	\$4,400
GROUND COVER			
A) Prune and Edge per contract specifications	4	\$310.00	\$1,240.00
B) Mow (where needed per specifications)	2	\$160.00	\$320.00

C) Fertilize groundcover in overhead irrigation areas	4	\$112.50	\$450.00
D) Fertilize groundcover in drip irrigation areas	2	\$225.00	\$450.00
E) Pre-emergent weed control in overhead irrigation areas	4	\$52.50	\$210.00
F) Pre-emergent weed control in drip irrigation areas	2	\$105.00	\$210.00
F) Plant (125) 1-gallon plants throughout the site (250 plants per year total)	2	\$750.00	\$1,500.00
ANNUAL FLOWERS			
Color change-out with 4" pots, 8-inches on center; per contract specifications	3	\$4,200.00	\$12,600.00
UNDEVELOPED AREAS			
A) Pre-emergent weed control—unimproved access roads	2	\$260.00	\$520.00
B) High-Weed Mow	3	\$864.00	\$2,592.00
TOTAL ANNUAL SEASONAL COST			\$33,784.00

Seasonal Line Items (applies to the IV Seasonal Pay for Performance P-2)

ITEM	FREQUENCY	UNIT COST	ANNUAL COST
<b>LAWN AREAS:</b>			
A) Turf Renovation: aerate/top-dress/reseed per specifications	2	\$155.00	\$310.00
C) Pre-emergent weed control for broadleaf and grassy weeds	4	\$93.75	\$375.00
D) Post-emergent weed control for broadleaf and grassy weeds	4	\$93.75	\$375.00
E) Fertilize turf	4	\$200.00	\$800.00
<b>SHRUBS</b>			
A) Shrub pruning	3	\$275.00	\$825.00
B) Plant (5) 5-gallon shrubs throughout site (10 shrubs per year total)	2	\$70.00	\$140.00
C) Fertilize shrubs in overhead irrigation areas	4	\$85.00	\$340.00
D) Fertilize shrubs in drip irrigation areas	2	\$120.00	\$240.00
E) Pre-emergent weed control for broadleaf and grassy weeds—overhead irrigation areas	4	\$42.50	\$170.00
F) Pre-emergent weed control for broadleaf and grassy weeds—drip irrigation areas	2	\$85.00	\$170.00
<b>TREES</b>			
A) Tree pruning	2	\$1,300.00	\$2,600.00
B) Plant (2) 15-gallon trees throughout site (4 trees per year total)	2	\$80.00	\$160.00
<b>LANDSCAPE BARK INSTALL</b>			
A) Install (15) cubic yards of medium walk-on bark per contract specifications (30 CY per year total)	2	\$600.00	\$1,200.00
<b>GROUNDCOVER</b>			
A) Prune and Edge per contract specifications	4	\$120.00	\$480.00
B) Fertilize groundcover in overhead irrigation areas	4	\$60.00	\$240.00
C) Fertilize groundcover in drip irrigation areas	2	\$120.00	\$240.00

D) Pre-emergent weed control in overhead irrigation areas	4	\$105.00	\$420.00
E) Pre-emergent weed control in drip irrigation areas	2	\$210.00	\$420.00
F) Plant (25) 1-gal. plants throughout the site (50 1-gallon plants per year total)	2	\$150.00	\$300.00
ANNUAL FLOWERS			
Color change-out with 4" pots, 8-inches on center; per contract specifications	3	\$480.00	\$1,440.00
TOTAL ANNUAL SEASONAL COST			\$11,245.00

NOTE: All Seasonal Pay for Performance Tasks are to be 100% complete by the 21<sup>st</sup> day of March, June, September and December respectively; pay for performance line items will be paid once quarterly and not as the items are completed.

DISTRICT	ITEM	TOTAL 24 MONTH COST
MD#5 Smith Ranch (Rancho Solano)	I-Base	\$449,676.00
MD#5 Smith Ranch (Rancho Solano)	II-Base Seasonal Items	\$33,784.00
MD#5 Smith Ranch (Rancho Solano)	III-Median Island	\$74,880.00
MD#5 Smith Ranch (Rancho Solano)	IV-Median Island Seasonal Items	\$11,245.00
<i>TOTAL BID</i>		\$569,585.00

4.2 Extra Work: All extra work shall be approved in advance in writing by the City. The extra work proposal shall include the following: scope of work; cost of work; and time of completion. Unauthorized work shall be at the Contractor's expense. Prior to repairing any leaking irrigation pipe or sprinklers or performing any extra work that may be needed; the contractor will provide a job estimate outlining the scope of work to be performed. Said work will be approved by the LMM prior to beginning work. The City reserves the rights to have another contractor perform extra work if Contractors proposal is not acceptable by the LMM.

5. Costs Paid by City.

5.1 The following costs shall be paid directly by the City:

5.1.1 All utility costs including, but not limited to: PG&E and water.

5.1.2 Cost of street light maintenance.

5.1.3 All other costs as may lawfully be covered by the City.

6. City May Maintain Landscaping.

6.1 Temporary Default. Contractor agrees that in the event Contractor fails to perform any of the duties specified in Paragraph 3, above, the City may elect to serve written notice of its intent to enter the area to promptly perform the required maintenance. Such notice shall be served personally, or by certified mail, return receipt requested, upon Contractor, at least fourteen (14) days in advance of the date when the City intends to enter the area for the purpose stated in this paragraph. Contractor may void the notice, and the City's right to enter and perform the maintenance, by promptly performing the required maintenance within the notice period or, if such maintenance cannot be reasonably completed within such fourteen (14) day period, then Contractor shall contact the Public Works Director to obtain such additional time as is necessary. If additional time is obtained, Contractor shall immediately undertake necessary steps to perform said maintenance and shall diligently pursue the duties to completion within the time period agreed to by the Public Works Director. If Contractor fails to perform the required duties within the time period(s) specified by this paragraph, the City may enter upon the area for which proper notice has been served and perform such work as it considers reasonably necessary and proper to restore and/or maintain the landscaping. The City may act either through its own employees or through an independent contractor. The cost of such work shall be deducted from the amount owed to Contractor.

6.2 Continuing Default. Contractor agrees that in the event Contractor should default in the performance of the duties specified in Paragraph 3 herein for a continuous period of fourteen (14) days from Notice thereof to Contractor by the City and no additional time to cure such default has been given Contractor by the City, the City may elect to terminate this Agreement by serving written notice to Contractor of such termination and upon such termination, all maintenance of the Improvements shall be performed by or under the direction of the City.



6.3 Any contractor in default of previous agreements with the City of Fairfield within the last three years will not be allowed to enter a bid for this contract without approval of the City Engineer prior to bid opening.

7. Option to Renew. By mutual agreement, the City and the Contractor may enter into an agreement for extension of this Agreement for a period of an additional twenty four (24) months upon the same terms and conditions set forth herein with a negotiated adjustment not to exceed the October CPI, of the current contract year, for the San Francisco/Bay Area Urban Wage Earner. No more than two extensions will be granted of this Agreement. New work would be added at a cost increase agreed to by the Contractor and the City prior to beginning the work.

8. Hold Harmless Agreement. Contractor will indemnify, hold harmless, and assume defense of, in any actions of law or in equity, the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, directly, or indirectly, arising from the operations of Contractor, any subcontractor, or of any person directly or indirectly employed by, or acting as agent for Contractor, his subcontractor, in connection with the work to be performed under this Agreement but not including the sole or active negligence or willful misconduct of the City. Subject to any applicable statutes of limitations, this indemnification shall extend to claims, losses, damage, injury, and liability for injuries occurring after completion of the aforesaid operations as well as during the work's progress. Acceptance of insurance certificates required under this Agreement does not relieve Contractor from liability under this indemnity and hold harmless clause. This indemnity and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of Contractor's, or any subcontractor's operations regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

9. Contractor's Insurance. Contractor shall not commence work under this Agreement or permit his subcontractor to commence work there under until Contractor shall have obtained or caused to be obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form, amount, and carrier. Contractor shall not allow any subcontractor to commence work on his subcontract until all insurance required of the contractor or subcontractor shall have been so obtained and approved. Said insurance shall be maintained in force and effect during the performance of work under this Agreement. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements, and shall specifically bind the insurance carrier.

(a). Workers' Compensation Insurance: Contractor shall obtain and maintain (or cause to be obtained and maintained) workers' compensation insurance for all Contractor's employees employed to maintain the Improvements. Proof of a qualified self-insurance program is acceptable. Contractor shall require any contractor or subcontractor similarly to provide workers' compensation insurance for all Contractor's or subcontractor's employees, unless such employees are covered by the protection afforded to Contractor. In case any class of employees engaged in work under this Agreement on the Properties is not protected under any workers' compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor hereby agrees to indemnify City for any damage resulting to it from failure of either Contractor or any subcontractor to take out or maintain such insurance. Contractor shall provide the Public Works Director with a certificate of insurance indicating workers' compensation coverage prior to engaging in any activity required by this Agreement.

(b). Liability Insurance: Contractor shall obtain and keep in full force and effect during the term of this Agreement broad form property damage, personal injury, automobile, employers', and comprehensive form liability insurance in the amount of \$3,000,000 per occurrence provided: (1) that the City, its officers, agents, and employees shall be added as insureds under the policy; (2) that the policy shall stipulate that this insurance will operate as primary insurance as it relates to any insurance carried by the City; and (3) no other insurance effected by the City will be called upon to cover a loss covered thereunder. In the event that any of the aforesaid insurance policies provided for in this Paragraph 8 insures any entity, persons, boards, or commissions other than those mentioned in this paragraph, such policy shall contain a standard form of cross-liability endorsement, insuring on such policy City, its elective and appointive boards, commissions, officers, agents, and employees, Contractor and any subcontractor performing work covered by this Agreement.

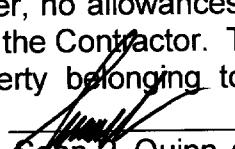
10. Certificates of Insurance. Contractor shall file with City's Public Works Director upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) days written notice to the Public Works Director prior to the effective date of such cancellation, or change in coverage.

Contractor shall file with the Public Works Director concurrent with the execution of this Agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.

11. Contractor not Agent of City. Neither Contractor nor any of Contractor's agents, contractors, or subcontractors are or shall be considered to be agents of City in connection with the performance of Contractor's obligations under this Agreement.

12. No employee of the City of Fairfield shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the City if this provision is violated.

13. Termination of Contract by the City. In addition to the right of termination set forth in Section 6.2 of this Agreement, the City reserves the right to terminate this Agreement for convenience, for any reason or for no reason, at the City's sole discretion. Any such termination shall be effective fifteen (15) days after notice of termination is sent to the Contractor by registered mail, or such later date as the parties may mutually agree upon. The Contractor is entitled to receive payment for work completed. Reasonable overhead and profit will be recognized for work completed. However, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor. The Contractor will be required to remove all materials and personal property belonging to the Contractor prior to the effective date of the termination."

  
Sean P. Quinn

  
Dominguez Landscape Services, Inc.

14. Notices. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City Engineer  
Fairfield City Hall  
1000 Webster Street  
Fairfield, California 94533

Notices required to be given to Contractor shall be addressed as follows:

Dominguez Landscape Services, Inc.  
8376 Rovana Circle  
Sacramento, CA 95828

Any party or the surety may change such address by notices in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

15. Miscellaneous Terms and Provisions.

- (a) If any of this Agreement is adjudged invalid, the remaining provisions of it are not affected.
- (b) Notice to Contractor shall be considered to have been given to Contractor when sent to address as stated above.
- (c) This writing contains a full, final, and exclusive statement of the Contract of the parties.
- (d) By executing this Agreement, Contractor authorizes and grants to the City or anyone acting on the City's behalf permission to enter upon the Properties subject to this Agreement to perform inspections and/or to perform any work authorized by this Agreement in the event of default by Contractor.

16. Local Employment Policy. "The City of Fairfield desires wherever possible, to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.

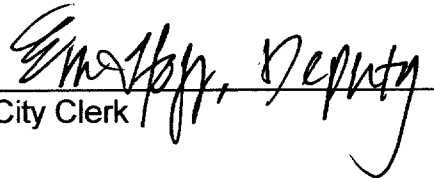
The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.


As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth opposite their respective signatures.

ATTEST:


  
City Clerk

CITY OF FAIRFIELD

By:   
City Manager

JP

DOMINGUEZ LANDSCAPE SERVICES, INC.  
CONTRACTOR

By:   
owner/president  
Title

### EDD REPORTING REQUIREMENTS CHECKLIST

As per SB 542 (Burton/Schiff 09-27-1999), effective January 1, 2001, the State Employment Development Department (EDD) requires the following:

**Please complete the following:** (To be completed by the department)

Department/Division: \_\_\_\_\_ Date of Contract: \_\_\_\_\_

Authorized by Res. No.: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_

Person Reviewing EDD Requirements: \_\_\_\_\_ Phone: \_\_\_\_\_

**EDD REPORTING REQUIREMENTS.** When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, the CONSULTANT who is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation, or other form of organization shall provide the following information to CITY to comply with EDD reporting requirements.

- A. If CONSULTANT is doing business as a sole proprietorship, then CONSULTANT shall provide the full name, address, social security number, and home/business phone number.
- B. If CONSULTANT is doing business as other than a sole proprietorship, then CONSULTANT shall provide CONSULTANT's business/organization name, address, federal tax identification number, and business/organization phone number.

\*\*\*\*\*

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, we require you to complete Box 1 AND Box 2 below. Please indicate the type of business and provide the information requested:

**Box 1**

NAME AND ADDRESS	
FULL NAME	Dominguez Landscape Services Inc.
ADDRESS	8376 Rouana Circle
CITY, STATE, ZIP	Sacramento, CA 95828
PHONE NUMBER	916 381 8855

**Box 2**

✓ BOX	TYPE OF BUSINESS	SSN/TIN	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
<input type="checkbox"/>	SOLE PROPRIETORSHIP	SSN only	Name is box 1 must match SSN
<input type="checkbox"/>	PARTNERSHIP	TIN	
<input type="checkbox"/>	LIMITED LIABILITY PARTNERSHIP	TIN	
<input checked="" type="checkbox"/>	CORPORATION	TIN	08-0230093
<input type="checkbox"/>	LIMITED LIABILITY CORPORATION	TIN	
<input type="checkbox"/>	NON-PROFIT CORPORATION	TIN	



American Contractors Indemnity Company  
601 S. Figueroa Street, Suite 1600, Los Angeles, California 90017  
main 310 649 0990 facsimile 310 649 0416

Bond No. 1001003026  
Premium: \$ 10,803.00

### Public Works – Performance

KNOW ALL MEN BY THESE PRESENTS, That we, Dominguez Landscape Services. Inc., as Principal, and **AMERICAN CONTRACTORS INDEMNITY COMPANY**, a corporation organized and existing under the laws of the State of California, and authorized to transact a general surety business in the State of CA, as Surety, are held and firmly bound unto City of Fairfield, as Oblige, in the sum of Five Hundred Sixty Nine Thousand Five Hundred Eighty Five\* Dollars (\$ 569,585.00), lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that

**WHEREAS**, the above-bounden Principal has entered into a contract dated January 1, 2014 with said Oblige to do and perform the following work, to wit:

Landscape Maintenance District No. 5 Smith Ranch (Rancho Solano)

Term: January 1, 2014 through December 31, 2015

**NOW, THEREFORE**, if the above-bounden Principal shall well and truly perform or cause to be performed, "the works under the contract," then this bond shall be null and void; otherwise it shall remain in full force and effect.

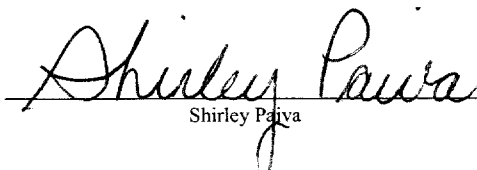
Signed, sealed and dated this 2nd day of January, 2014.

Dominguez Landscape Services, Inc.

Principal

By 

**AMERICAN CONTRACTORS INDEMNITY COMPANY**

  
Shirley Paiva Attorney-in-Fact



American Contractors Indemnity Company  
601 S. Figueroa Street, Suite 1600, Los Angeles, California 90017  
main 310 649 0990 facsimile 310 649 0416

Bond No. 1001003026  
Premium: \$ Included in Perf. Bond

### Public Works – Payment

**KNOW ALL MEN BY THESE PRESENTS**, That we, Dominguez Landscape Services, Inc., as Principal, and **AMERICAN CONTRACTORS INDEMNITY COMPANY**, a Corporation organized and existing under the laws of the State of California, and authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound unto City of Fairfield, as Obligee, in the sum of Five Hundred Sixty Nine Thousand Five Hundred Eighty Five Dollars (\$ 569,585.00 ), lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that

**WHEREAS**, the above-bounden Principal has entered into a contract dated January 1, 2014 with said Obligee to do and perform the following work, to wit:

Landscape Maintenance District No. 5 Smith Ranch (Rancho Solano)

Term: January 1, 2014 through December 31, 2015

**NOW, THEREFORE**, if the above-bounden Principal shall faithfully pay all laborers, mechanics, subcontractors, materialmen and all persons who shall supply such person or persons, or subcontractors, with materials and supplies for the carrying on of such work, then this bond shall be null and void; otherwise it shall remain in full force and effect.

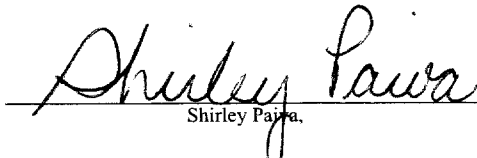
Signed, sealed and dated this 2nd day of January, 2014.

Dominguez Landscape Services, Inc.

Principal

By 

**AMERICAN CONTRACTORS INDEMNITY COMPANY**



Shirley Pajwa,

Attorney-in-Fact

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

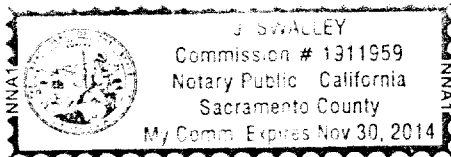
State of California

County of Sacramento

On 1-27-14 before me, J. Swalley, Notary Public

personally appeared Shirley Paiva

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

J. Swalley  
Signature of Notary

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER  
  
☐ PARTNER(S)  
☐ MEMBER of LLC  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
\_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) other than named above



## POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Shirley Paiva of Sacramento, California**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\$ \*\*3,000,000.00\*\* ).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



  
Daniel P. Aguilar, Vice President

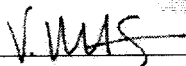
State of California

County of Los Angeles SS:

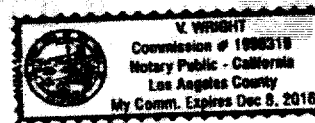
On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature



(Seal)




I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 2nd day of January, 2014

Corporate Seals

Bond No. 1001003026  
Agency No. 2011



  
Jeannie Lee, Assistant Secretary